

COMMON COUNCIL MEETING

June 21, 2022

6:00PM

ORDER OF BUSINESS

- I. Call to Order
- II. Salute to the Flag
- III. Roll Call
- IV. Adoption of Agenda
- V. Proclamations
- VI. Communications and Presentations
- VII. Public Participation
- VIII. Controller's Report
- IX. Old Business:
- X. New Business:
 - (a) Resolutions
 - (b) Ordinances:
 - (c) Local Laws:
 - (d) Introduction of Ordinances:
 - (e) Introduction of Local Laws:
 - (f) Committee Reports
 - (g) Scheduling of Committee Meetings
 - (h) Other
- XI. Executive Session
- XII: Adjournment

5:30PM COW

- 1. Review of Agenda Items
- 2. Any other business to come before the Council

5:40 Public Hearing- Ordinance B of 2022- Traffic Control Signals

5:45 Public Hearing – Ordinance C of 2022-Stop Intersections

5:50 Public Hearing- Local Law A of 2022- City Controller Position

5:55 Public Hearing - Ordinance A of 2022-Rezoning 19, 20&23

Vrooman

COMMON COUNCIL MEETING

June 21, 2022

6:00PM

OLD BUSINESS

NEW BUSINESS

238 . RESOLUTION APPROVING MINUTES	MARTUSCELLO
239. RESOLUTION TRANSFERRING FUNDS -DPW ENGINEERING EQUIPMENT REPAIR	QUIST-DEMARS
240. RESOLUTION AMENDING BUDGET – WWTP SCADA UPGRADE	S. GOMULA
241. RESOLUTION TRANSFERRING FUNDS- DPW GARBAGE TRUCK REPAIR	QUIST-DEMARS
242. RESOLUTION AWARDDING BIDS- WATER TREATMENT PLANT CHEMICALS 22-23	D. GOMULA
243. RESOLUTION AUTHORIZING RENEWAL CONTRACT- EAP	S. GOMULA
244. RESOLUTION AMENDING BUDGET- MVGO KIOSK SIGN	MARTUSCELLO
245. RESOLUTION AMENDING BUDGET – RECREATION EXPENSES	MARTUSCELLO
246. RESOLUTION TRANSFERRING FUNDS- ENGINEERING VENNEN RD. SEWAGE PUMP STATION	QUIST-DEMARS
247. RESOLUTION TO OVERRIDE MAYOR’S OBJECTION TO 2022-23 OPERATING BUDGET ITEM 2	S. GOMULA
248.RESOLUTION TO OVERRIDE MAYOR’S OBJECTION TO 2022-23 OPERATING BUDGET ITEM 3	S. GOMULA
249. RESOLUTION RENEWING NYMIR AGREEMENT -	MARTUSCELLO
250. RESOLUTION AUTHORIZING AGREEMENT- HIGHWAY LIGHTING MAINTENANCE	QUIST-DEMARS
251. RESOLUTION AUTHORIZING AGREEMENT- MVP HEALTHCARE	MAYOR
252. RESOLUTION APPROVING AUDIT	COLLINS

ORDINANCE A OF 2022 (to be known as Ordinance 1 of 2022 if adopted) AN ORDINANCE AMENDING AMSTERDAM CITY CODE SECTION 250-6 TO RE-ZONE PARCELS KNOWN AS 19 VROOMAN AVENUE AND 21-23 VROOMAN AVENUE FROM ZONING CLASSIFICATION OF “MEDIUM DENSITY NEIGHBORHOOD” TO “COMMERCIAL CORRIDOR”

ORDINANCE B OF 2022 (to be known as Ordinance 2 of 2022 if adopted)
AN ORDINANCE MODIFYING AMSTERDAM CITY CODE SECTION 228-35: SCHEDULE I: TRAFFIC CONTROL SIGNALS

ORDINANCE C OF 2022 (to be known as Ordinance 3 of 2022 if adopted)AN ORDINANCE MODIFYING AMSTERDAM CITY CODE SECTION 228-43: SCHEDULE XI: STOP INTERSECTIONS

LOCAL LAW “A” OF 2022 (TO BE KNOWN AS LOCAL LAW 1 OF 2022 IF ADOPTED.) LOCAL LAW MODIFYING CITY CHARTER WITH REGARD TO CITY CONTROLLER - MANDATORY REFERENDUM

COMMON COUNCIL MEETING

June 21, 2022

6:00PM

RESOLUTION #21/22-238

RESOLUTION ADOPTING MINUTES OF THE LAST COMMON COUNCIL MEETING

BY: ALDERMAN MARTUSCELLO

RESOLVED, the minutes of the last Common Council Regular Meeting of June 7, 2022 are hereby adopted.

City of Amsterdam, NY

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING

June 21, 2022

6:00PM

RESOLUTION #21/22-239

RESOLUTION TRANSFERRING FUNDS- DPW EQUIPMENT PARTS REPAIRS

BY: ALDERWOMAN QUIST-DEMARS

WHEREAS, a budget transfer is necessary in order to pay for parts and repairs to various DPW equipment; now therefore be it

RESOLVED, the Controller is authorized to transfer funds from the 21-22 FY budget as follows:

DECREASE EXPENSE:

A.5110.2011	Leased Vehicles	\$4,875.00
A.5110.4078	Radio Repairs	\$2,000.00

INCREASE EXPENSE:

A.5110.4042	Replacement Parts	\$6,875.00
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City of Amsterdam, NY

	Aye	Nay
Aldерwoman Quist-Demars		
Alderman D. Gomula		
Aldерwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING

June 21, 2022

6:00PM

RESOLUTION #21/22-240

RESOLUTION AMENDING BUDGET – WWTP SCADA UPGRADE

BY: ALDERMAN S. GOMULA

WHEREAS, a budget amendment is necessary in order to make available a portion of ARPA funding for engineering services and contractual work performed for the SCADA upgrade at the Wastewater Treatment plant; now therefore be it

RESOLVED, the Controller is authorized to amend the 21/22 budget as follows:

INCREASE REVENUE:

G.4089	Interfund Transfer	\$105,732.10
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INCREASE EXPENSE:

G.8120.4000	Contractual Expense	\$105,732.10
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City of Amsterdam, NY

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING

June 21, 2022

6:00PM

RESOLUTION #21/22-241

**RESOLUTION TRANSFERRING FUNDS- DPW/ENGINEERING EMERGENCY
GARBAGE TRUCK REPAIR**

BY: ALDERWOMAN QUIST-DEMARS

WHEREAS, a budget transfer is necessary in order to pay for the emergency repairs to one of the DPW garbage trucks; now therefore be it

RESOLVED, the Controller is authorized to transfer funds from the 21/22 budget as follows:

DECREASE EXPENSE:

CL.8160.4036	Contingency	\$6,327.13
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INCREASE EXPENSE:

CL.8160.4070	Vehicle Repair	\$6,327.13
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City of Amsterdam, NY

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING

June 21, 2022

6:00PM

RESOLUTION #21/22-242

**RESOLUTION AWARDING BIDS – WATER TREATMENT PLANT CHEMICALS
2022/2023**

BY: ALDERMAN D. GOMULA

WHEREAS, bids for the Water Treatment Plant Chemicals were opened publicly on June 1, 2022;

WHEREAS, the Water Treatment Chief Plant Operator has submitted the attached recommendations for awarding; now therefore be it

RESOLVED, the following bid awards are hereby approved for the 2022-2023 Water Treatment Plant :

ITEM 1	HYDRATED LIME	UNIVAR SOLUTIONS	\$488.90/TON
ITEM 2	SULFURIC ACID	SLACK	\$798.44/TON
ITEM 3	POLYALUMINUM CHLORIDE PC-605	HOLLAND	\$540.00/TON
ITEM 4	CATIONIC POLYMER COAGULANT AID	SURPASS	\$1,864.70/TON
ITEM 5	PHOSPHORIC ACID 36% SOLUTION	COYNE	\$1,699.1807/TON
ITEM 6	CATIONIC CO-POLYMER FILTER AID	COYNE	\$5,943.04/TON
ITEM 7	CAUSTIC SODA	SLACK	\$537.55/TON
ITEM 8	SODA ASH	NO BID	

City of Amsterdam, NY

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR
DATED: _____, 2022



City of Amsterdam
Amsterdam Water Treatment Plant
250 Brookside Avenue • Amsterdam, New York 12010

Randy Gardinier
Chief Plant Operator
Ph: (518) 843-3009
Fax: (518) 843-3087
e-mail: rgardinier@amsterdamny.gov

CHEMICAL BID AWARD RECOMMENDATIONS

Common Council,

After reviewing the bids for chemicals for the Water Treatment Plant, which were opened in the Common Council Chambers on Wednesday June 1, 2022, at 12:00PM. I recommend that awards be made as follows for fiscal year 2022/23:

			2021/22	2022/23
ITEM 1	HYDRATED LIME	UNIVAR SOLUTIONS	\$388.29/TON	\$488.90/TON
ITEM 2	SULFURIC ACID	SLACK	\$398.31/TON	\$798.44/TON
ITEM 3	POLYALUMINUM CHLORIDE PC-605	HOLLAND	\$438.00/TON	\$540.00/TON
ITEM 4	CATIONIC POLYMER COAGULANT AID	SURPASS	\$1,722.00/TON	\$1,864.70/TON
ITEM 5	PHOSPHORIC ACID 36% SOLUTION	COYNE	\$652.80/TON	\$1,699.1807/TON
ITEM 6	CATIONIC CO-POLYMER FILTER AID	COYNE	\$4,490.00/TON	\$5,943.04/TON
ITEM 7	CAUSTIC SODA	SLACK	\$185.70/TON	\$537.55/TON
ITEM 8	SODA ASH	NO BID		

Sincerely,

Randy Gardinier
Chief Plant Operator
City of Amsterdam
Water Treatment Plant

COMMON COUNCIL MEETING

June 21, 2022

6:00PM

RESOLUTION #21/22-243

**RESOLUTION AUTHORIZING RENEWAL AGREEMENT- ST. MARY'S
HEALTHCARE EAP 2022-2023**

BY: ALDERMAN S. GOMULA

RESOLVED, the Mayor is authorized to sign the attached St. Mary's Healthcare Employee Assistance Agreement (EAP) for July 1, 2022 through June 30, 2023 for an amount not to exceed \$2,975.00.

City of Amsterdam, NY

	<u>Aye</u>	<u>Nay</u>
<u>Alderman Quist-Demars</u>		
<u>Alderman D. Gomula</u>		
<u>Alderman Collins</u>		
<u>Alderman S. Gomula</u>		
<u>Alderman Martuscello</u>		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

EMPLOYEE ASSISTANCE AGREEMENT ("EAP")

This agreement (the "Agreement") made the 1st day of July, 2022, by and between **St. Mary's Healthcare**, a New York not-for-profit corporation, with its principal office and place of business at 427 Guy Park Avenue, Amsterdam, New York 12010 (the "Hospital") and **City of Amsterdam**, a New York municipal corporation, with its principal office and place of business at 61 Church Street, Amsterdam, New York 12010 ("Company"). The Hospital and the Company may sometimes hereinafter be referred to individually as a "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, the Hospital operates an employee assistance program ("EAP") to assist employers in providing early intervention services to employees having health, family, financial, alcohol, drug or other personal issues; and

WHEREAS, the Company would like to retain the Hospital to establish an EAP and provide such early intervention services when needed to employees of the Company, subject to the terms, covenants and provisions herein contained.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration exchanged between the Parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Obligations of Hospital.** The Hospital during the term of this Agreement shall establish for the Company an employee assistance program designed to assist employees in identifying and resolving personal concerns, including, but not limited to, health, marital, financial, family, alcohol, drug, legal, emotional and other personal issues which may affect job performance at the Company (the "EAP Services"). Each employee in the EAP will be entitled to receive up to three (3) visits with an EAP counselor at no cost to the employee. If counseling or services are needed beyond three (3) sessions, the employee shall be referred to an appropriate community agency. Any and all agency referral fees will be paid for by the employee. EAP Services will be available to each employee of the Company and family members residing in the same household. All counseling services shall be confidential to the extent required by applicable law, rule and regulation and the policies and procedures of the Hospital, as established from time to time. Access to an EAP counselor shall generally be Mondays through Fridays, between the hours of 8:00 a.m. and 4:30 p.m., by appointment, at the offices of the Hospital's Employee Assistance Program Office, 430 Guy Park Avenue, Amsterdam New York, the Hospital's Canajoharie Family Health Center, 48 Erie Boulevard, Canajoharie, New York and the Hospital's Johnstown Family Health Center, 700 South Perry Street, Johnstown, New York. Crisis services shall be available through the Hospital's Comprehensive Mental Health and Addictions Center ("CMHAC"). The Company agrees that an employee may refer himself or herself to an EAP counselor without formal notification to the Company. Further, supervisory personnel of the Company may refer an employee to an EAP counselor for job related problems. At no time may the Company require an EAP counselor to divulge any information regarding the utilization of EAP Services by an employee or the scope of EAP Services received by an employee. Notwithstanding the foregoing, if an employee is required or mandated to utilize the EAP Services as a condition of continued employment or in

connection with a disciplinary matter with the Company, an EAP counselor, upon the written consent of an employee, may confirm that the employee kept a scheduled appointment with an EAP Counselor. Annually, the Hospital will provide to the Company a utilization report in form and content satisfactory to the Parties. The EAP counselor shall be under the supervision of an individual who is certified in or licensed as a counseling profession with a minimum of two (2) years treatment experience in the outpatient setting. The program supervision shall be provided by the Director of Addiction Services and the Coordinator of EAP, both of whom shall be employees of the Hospital. In addition to the foregoing, the Hospital shall, during the term of this Agreement, and at the request of the Company, provide up to four (4) supervisory training sessions regarding the early identification of employees needing referral.

2. Obligations of the Company. The Company, during the term of this Agreement, agrees to provide to its employees with a total of four (4) paycheck stuffers as supplied by the Hospital, describing the availability of the EAP Services, which paycheck stuffers will be distributed to each employee with his or her paycheck. The Company will prominently display promotional materials furnished by the Hospital to the Company regarding availability of the EAP Services.

3. Compensation. As compensation to the Hospital for establishing the EAP Service program and providing services thereunder, as herein outlined, the Company shall pay to the Hospital a fee of **\$17.00 for each full time employee** of the Company (the "Per Employee Fee"). Based on current data provided to the Hospital, the Company has, on the date hereof, **175 full time employees**. Therefore, the fee due the Hospital hereunder shall be Two Thousand Nine Hundred Seventy-Five and 00/100ths Dollars (**\$2,975.00**), due and payable on June 1, 2022 (the "Total Projected Fee"). Payments shall be remitted to Employee Assistance Program ("EAP") of St. Mary's Healthcare, Attention CMHAC Account, 427 Guy Park Avenue, Amsterdam, New York 12010.

4. Term and Termination. The term of this Agreement shall be **one (1) year commencing on July 1, 2022 and ending on June 30, 2023**. This Agreement shall terminate at the end of the one (1) year term hereof, unless extended in writing by the Parties and shall further terminate upon the occurrence of an event of default as provided in paragraph 7 hereof.

In addition to the foregoing, this Agreement may be terminated by either Party for any reason upon sixty (60) days written notice to the other Party. Upon termination of this Agreement, the Hospital shall be entitled to payment hereunder for all unpaid services accrued up to the date of termination.

5. Regulatory Compliance. The Parties agree that this Agreement is intended to comply with all state and federal laws, rules and regulations including, but not limited to, the Medicare and Medicaid, Fraud and Abuse Statute, the Stark III Statute and Regulations and all regulations governing use of facilities financed with tax exempt bonds ("Laws"). If, at any time, this Agreement is found to violate any applicable provision of these Laws, or if either Party has a reasonable belief that this Agreement creates a material risk of violating the Laws, and after consultation with the other Party, and thirty (30) days after written notice to the other Party, the Parties shall renegotiate the portion of this Agreement that creates the violation of the Laws. If the Parties fail to reach agreement within one hundred twenty (120) days following said written notice, this Agreement shall terminate at the written option of the Party seeking to reform the Agreement.

6. Ethical and Religious Directives. All services provided hereunder shall be provided in a manner consistent with the Ethical and Religious Directives for Catholic Health Care Services as promulgated by the National Conference of Catholic Bishops, Washington, D.C. of the Roman Catholic Church, or its successor.

7. Default. The occurrence of any of the following events shall constitute an event of default hereunder:

(a) the failure of either Party within ten (10) days of receipt of written notice from the other to comply with any of the terms and conditions hereof to be complied with by the Party;

(b) the failure of any warranty, representation or statement made hereunder by either Party to the other to be true and correct when made and furnished; or

(c) if either Party shall discontinue business, make a general assignment for the benefit of creditors, apply for or consent to the appointment of a receiver, trustee or liquidator for all or any part of its assets, be adjudicated bankrupt or insolvent, file any voluntary petition in bankruptcy or file a petition or answer seeking any arrangement with creditors or seeking to take advantage of any other law relating to the relief of debtors generally.

Upon the occurrence of an event of default the injured Party may immediately terminate this Agreement as provided in paragraph 4 hereof and pursue all legal and equitable rights and remedies available to the aggrieved Party.

8. Corporate Responsibility. The Hospital has in place a Corporate Responsibility Program ("CRP") which has as its goal to ensure that the Hospital complies with federal, state and local laws and regulations. The CRP focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. The Company acknowledges the Hospital's commitment to corporate responsibility and agrees to provide all services pursuant to this Agreement in accordance with the CRP, the Hospital's Code of Conduct and Medicare billing requirements. The Company shall comply with the CRP and shall assist Hospital as needed in the educational and investigational components of the CRP.

9. Exclusion from State and Federal Health Care Programs. Each Party represents and warrants to the other that it has not been, nor is about to, be excluded from participation in any State or Federal Healthcare Program. The Company agrees to notify Hospital within one (1) business day of the Physician's receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of the Company or any Company-owned subsidiary in the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals and entities, or the New York State List of Disqualified Providers shall constitute "exclusion" for purposes of this Section. In the event that the Company is excluded from any State or Federal Healthcare Program, this Agreement shall immediately terminate. For the purposes of this Section, the term "Federal Healthcare Program" shall have the meaning given such term in 42 C.F.R. §1001.2.

10. Status of Parties. It is expressly understood and agreed that in the performance of services under this Agreement, each Party and its agents and employees shall at all times act as independent contractors with respect to the other Party and not as employees or agents of such other Party. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship shall remain that of independent Parties to a contractual relationship as set forth in this Agreement. In no event shall either Party be liable for the debts or obligations of the other, except as otherwise specifically provided in this Agreement. Neither Party shall not have any claim under this Agreement or otherwise against the other Party for vacation pay, paid sick leave, retirement benefits, social security, workers compensation, health, disability, professional malpractice, or unemployment insurance benefits or other employee benefits of any kind.

11. Indemnification. Each Party agrees to indemnify and hold the other Party harmless of and from any and all liability of any nature or kind arising, or alleged to have arisen, out of the negligence or willful misconduct of the indemnifying Party.

12. Assignment by the Hospital. This Agreement may be assigned by the Hospital as a result of reorganization, merger, consolidation or name change.

13. Entire Agreement. This Agreement contains the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes all previous contracts or agreements between the Parties with respect to the subject matter hereof.

14. Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

15. Governing Law. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of New York.

16. Amendments. This Agreement may be amended, changed or altered only by an instrument in writing signed by the Parties hereto.

17. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the Agreement shall not apply a presumption that the terms hereof shall be more strictly construed against the Party who itself or through its agent prepared the same, it being agreed that both Parties have participated in the preparation of this Agreement.

18. Confidentiality. The Company and the Hospital agree that each, together with their employees, agents, and representatives, shall maintain all information shared, generated, obtained, and/or collected as confidential in a manner consistent with applicable state and federal law, and of the Hospital and the Hospital Medical Staff Bylaws, Rules, Regulations, policies and/or procedures.

19. Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respect as if such unenforceable or invalid provision had been omitted herefrom. Further,

it is agreed that should any statute or law be enacted or rule or regulation promulgated by any agency, bureau or department having jurisdiction over the Hospital which could contravene any provision of this Agreement, then, in that event, the Parties hereto agree that the pertinent provisions of any such statute, law, rule or regulation shall supersede the provisions of this Agreement.

20. Access to Records. In accordance with Federal regulations, each Party agrees to retain for a period of four (4) years after services are furnished under this Agreement, and to allow the Secretary of Health and Human Services, the Comptroller General, or their representatives, to have access upon request to this Agreement and to such books, documents and records that may be necessary to verify the nature and extent of the costs of the services furnished under this Agreement.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

22. Paragraph Headings. The paragraph headings contained herein are for convenience in reference only and shall not operate to change or modify the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date, month and year first above written.

ST. MARY'S HEALTHCARE

CITY OF AMSTERDAM

By: _____

Scott Bruce, President/CEO

Date: _____

By: _____

Printed Name: _____

Date: _____

COMMON COUNCIL MEETING

June 21, 2022

6:00PM

RESOLUTION #21/22-244

RESOLUTION AUTHORIZING BUDGET AMENDMENT- MVGO KIOSK SIGN

BY: ALDERMAN MARTUSCELLO

WHEREAS, a budget amendment is necessary to use funds received from the Montgomery County Department of Public Health for the sponsorship of a new informational sign on the MVGO; now therefore be it

RESOLVED, the Controller is authorized to amend the 21/22 budget as follows:

INCREASE REVENUE:

A.2770	Unclassified Revenue	\$12,000.00
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INCREASE EXPENSE:

A.7020.4000	Contractual	\$12,000.00
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City of Amsterdam, NY

	<u>Aye</u>	<u>Nay</u>
<u>Alderwoman Quist-Demars</u>		
<u>Alderman D. Gomula</u>		
<u>Alderwoman Collins</u>		
<u>Alderman S. Gomula</u>		
<u>Alderman Martuscello</u>		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING

June 21, 2022

6:00PM

RESOLUTION #21/22-245

RESOLUTION AUTHORIZING BUDGET AMENDMENT- RECREATION

BY: ALDERMAN MARTUSCELLO

WHEREAS, a budget amendment is necessary to transfer funds from grant reimbursement back to Recreation Department in order to cover expenses through the end of the fiscal year; now therefore be it

RESOLVED, the Controller is authorized to amend the 21/22 budget as follows:

INCREASE REVENUE:

A.2701	Refund/Prior Years Expense	\$10,085.74
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INCREASE EXPENSE:

A.7020.4000	Contractual	\$10,085.74
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City of Amsterdam, NY

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING

June 21, 2022

6:00PM

RESOLUTION #21/22-246

**RESOLUTION TRANSFERRING FUNDS- ENGINEERING EMERGENCY SEWAGE
PUMP STATION REHABILITATION**

BY: ALDERWOMAN QUIST-DEMARS

WHEREAS, a budget transfer is necessary in order to pay for the emergency rehab to the Venner Sewage Pump Station

WHEREAS, quotes were received by the City Engineer and are attached to this resolution; now therefore be it

RESOLVED, the Controller is authorized to transfer funds from the 21/22 budget as follows:

DECREASE EXPENSE:

G.8110.4036	Sewer Contingency	\$116,242.51
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INCREASE EXPENSE:

G.8120.4021	Sewer Equipment Repair	\$116,242.51
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City of Amsterdam, NY

	<u>Aye</u>	<u>Nay</u>
<u>Alderwoman Quist-Demars</u>		
<u>Alderman D. Gomula</u>		
<u>Alderwoman Collins</u>		
<u>Alderman S. Gomula</u>		
<u>Alderman Martuscello</u>		

MICHAEL CINQUANTI, MAYOR
DATED: _____, 2022

COMMON COUNCIL MEETING

June 21, 2022

6:00PM

RESOLUTION #21/22-247

**RESOLUTION OVERRIDING MAYOR'S OBJECTION TO MODIFICATIONS TO
THE OPERATION BUDGET AS APPROVED BY RESOLUTION #21/22-215**

BY: ALDERMAN S. GOMULA

WHEREAS, the Mayor submitted a proposed operating budget to the Common Council as required by the City Charter section C-118; and

WHEREAS, the Mayor objected to two of these modifications and the objections are attached; and

WHEREAS, the Council has reviewed these objections; and

WHEREAS, the Common Council may override these objections with a four fifths majority.

RESOLVED, the Common Council hereby overrides the Mayor's objections to the following modification:

Objection 1- Item #2 "City Clerk Raise to \$50k"

City of Amsterdam, NY

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

STATEMENT OF OBJECTIONS BY MAYOR PURSUANT TO C-118 OF CITY CHARTER

PLEASE TAKE NOTICE, that pursuant to Section C-118(D) of the Amsterdam City Charter, the following is hereby submitted to the Amsterdam City Clerk as and for a Statement of Objections by Mayor to the modifications to the 2022-2023 operating budget made by the Common Council as set forth in Resolution # 21/22-215 adopted on May 31, 2022.

OBJECTION #1: Item 2: "City Clerk Raise to \$50k"

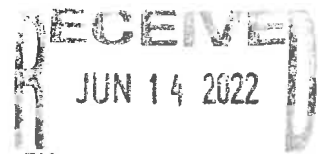
Reason(s) for Objection: My operating budget contained a raise for the clerk in the amount of \$1,748. The proposed increase by the Common Council in the amount of \$6,303 is excessive. I feel strongly that the salary increase contained in my operating budget is fair and appropriate.

OBJECTION #2: Item 3: "Remove raise for Corporation Counsel"

Reason(s) for Objection: The Corporation Counsel has received no raise since he was appointed to the position over two years ago. I feel strongly that he deserves one.

DATED: JUNE 14, 2022

BY: Michael Cinquanti
MICHAEL CINQUANTI, MAYOR



BY: Stef Gerken

COMMON COUNCIL MEETING

June 21, 2022

6:00PM

RESOLUTION #21/22-248

**RESOLUTION OVERRIDING MAYOR'S OBJECTION TO MODIFICATIONS TO
THE OPERATION BUDGET AS APPROVED BY RESOLUTION #21/22-215**

BY: ALDERMAN S. GOMULA

WHEREAS, the Mayor submitted a proposed operating budget to the Common Council as required by the City Charter section C-118; and

WHEREAS, the Mayor objected to two of these modifications and the objections are attached; and

WHEREAS, the Council has reviewed these objections; and

WHEREAS, the Common Council may override these objections with a four fifths majority.

RESOLVED, the Common Council hereby overrides the Mayor's objections to the following modification:

Objection 2- Item #3 "Remove Raise for Corporation Counsel"

City of Amsterdam, NY

	Aye	Nay
Aldерwoman Quist-Demars		
Alderman D. Gomula		
Aldерwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

STATEMENT OF OBJECTIONS BY MAYOR PURSUANT TO C-118 OF CITY CHARTER

PLEASE TAKE NOTICE, that pursuant to Section C-118(D) of the Amsterdam City Charter, the following is hereby submitted to the Amsterdam City Clerk as and for a Statement of Objections by Mayor to the modifications to the 2022-2023 operating budget made by the Common Council as set forth in Resolution # 21/22-215 adopted on May 31, 2022.

OBJECTION #1: Item 2: "City Clerk Raise to \$50k"

Reason(s) for Objection: My operating budget contained a raise for the clerk in the amount of \$1,748. The proposed increase by the Common Council in the amount of \$6,303 is excessive. I feel strongly that the salary increase contained in my operating budget is fair and appropriate.

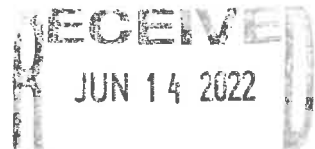
OBJECTION #2: Item 3: "Remove raise for Corporation Counsel"

Reason(s) for Objection: The Corporation Counsel has received no raise since he was appointed to the position over two years ago. I feel strongly that he deserves one.

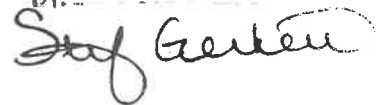
DATED: JUNE 14, 2022

BY:


MICHAEL CINQUANTI, MAYOR



BY:



COMMON COUNCIL MEETING

June 21, 2022

6:00PM

RESOLUTION #21/22-249

RESOLUTION RENEWING NYMIR AGREEMENT -AMSURE

BY: ALDERMAN MARTUSCELLO

RESOLVED, the Mayor is authorized to sign an agreement with the NY State Municipal Insurance (NYMIR) for property and casualty insurance effective July 1, 2022 through June 30, 2023 for an amount not to exceed \$428,132.00

City of Amsterdam, NY

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING

June 21, 2022

6:00PM

RESOLUTION #21/22-250

**RESOLUTION TO MAINTAIN HIGHWAY LIGHTING P.I.N. 2134.56 ROUTE 5
CORRIDOR IMPROVEMENTS**

BY: ALDERWOMAN QUIST-DEMARS

WHEREAS, the State of New York Department of Transportation proposes to construct a State Highway identified as **P.I.N. 2134.56, Route 5 Corridor Improvements**, County of **Montgomery** within the geographical jurisdiction of the MUNICIPALITY of the **City of Amsterdam**, and

WHEREAS, the MUNICIPALITY of the **City of Amsterdam** approves of such project and desires to have a highway lighting system on such highway within its geographical jurisdiction, and

WHEREAS, the State of New York has agreed to provide as part of the project the following items in connection with a street lighting system

- a. Underground duct system, including plastic conduits, wire, pull boxes and anything necessary to complete the Highway lighting system.
- b. Twenty (20) New Light Foundations.
- c. Nine (9) New Highway Light Standards and Nine (9) arms with Thirty-Four (34) LED Luminaries.

All of the above-identified (a-c) items shall be and continue to be the property of the State of New York.

Provided that the MUNICIPALITY of the City of Amsterdam agrees to maintain, repair, and energize such highway lighting system for a period of 25 years or until such time as the COMMISSIONER, in his discretion, determines that such lighting and/or the maintenance of such lighting system is no longer necessary for such Highway/Arterial or Interstate.

NOW, THEREFORE, The Common Council, duly convened, does hereby

RESOLVE, the MUNICIPALITY of the City of Amsterdam approves of the above subject project; and it is hereby further

RESOLVED, that the MUNICIPALITY of the City of Amsterdam shall maintain, repair and energize such highway lighting system, and it is hereby further

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RESOLVED, that the Common Council of the MUNICIPALITY hereby authorizes the Honorable Michael Cinquanti, Mayor of the City of Amsterdam, of the MUNICIPALITY of the City of Amsterdam to enter into and execute an Agreement with the State of New York and through the Commissioner of Transportation to commit the MUNICIPALITY of the City of Amsterdam to maintain, at its own expense, the lighting system on the above-identified project, such agreement to provide that the maintenance shall include the repair and replacement of equipment and the furnishing of electric current for the lighting system, and

BE IT FURTHER RESOLVED: that the Clerk of this Common Council is hereby directed to transmit Five (5) certified copies of the foregoing resolution to the State Department of Transportation to

City of Amsterdam, NY

	<u>Aye</u>	<u>Nay</u>
<u>Alderwoman Quist-Demars</u>		
<u>Alderman D. Gomula</u>		
<u>Alderwoman Collins</u>		
<u>Alderman S. Gomula</u>		
<u>Alderman Martuscello</u>		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING

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6:00PM

RESOLUTION #21/22-251

RESOLUTION AUTHORIZING CONTRACT- MVP HEALTHCARE

BY: MAYOR CINQUANTI

RESOLVED, the Mayor is authorized to enter in an agreement with MVP Healthcare from July 1, 2022 through June 30, 2023 for administration of our health insurance policy not inclusive of our pharmacy benefits an amount not to exceed \$4,001,816.00.

City of Amsterdam, NY

	Aye	Nay
Aldерwoman Quist-Demars		
Alderman D. Gomula		
Aldерwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

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RESOLUTION #21/22-252

RESOLUTION APPROVING AUDIT

BY: ALDERWOMAN COLLINS

RESOLVED, the bills and documentation of same presented in “Pre-Check Writing Report Parameter” dated June 21, 2022 to the Common Council and affirmed by the Controller as correct and to be paid, the City Clerk is authorized and empowered to issue warrants in payment of same.

City of Amsterdam, NY

	Aye	Nay
Aldерwoman Quist-Demars		
Alderman D. Gomula		
Aldерwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

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ORDINANCE A OF 2022 (to be known as Ordinance 1 of 2022 if adopted)

AN ORDINANCE AMENDING AMSTERDAM CITY CODE SECTION 250-6 TO RE-ZONE PARCELS KNOWN AS 19 VROOMAN AVENUE AND 21-23 VROOMAN AVENUE FROM ZONING CLASSIFICATION OF “MEDIUM DENSITY NEIGHBORHOOD” TO “COMMERCIAL CORRIDOR”

BY: MAYOR CINQUANTI

Part 1: Legislative Intent: The City having been recently contacted by Creative Connections Clubhouse, the owner and operator of the building located at 303-305 East Main Street, which is contiguous, with said owner presently in the process of pursuing the purchase of 19 Vrooman Avenue and 21-23 Vrooman Avenue, which is presently zoned “Medium Density Neighborhood” (MDN), with the request being to re-zone said parcel as “Commercial Corridor” (CC) the purpose of the instant ordinance is to modify the zoning map of the City of Amsterdam to re-zone the parcels known as 19 Vrooman Avenue and 21-23 Vrooman Avenue from a zoning designation of “MDN” to a zoning designation of “CC”

Part 2: Modification – Amsterdam City Code, Section 250-6, which is the section that pertains to the zoning map of the City of Amsterdam, is amended to classify the parcels known as 19 Vrooman Avenue and 21-23 Vrooman Avenue to be inclusive of the “CC” zoning classification.

Part 3: Effectiveness: Following a public hearing, an adoption of a negative declaration for SEQRA review purposes and upon ratification by the Common Council, the instant Ordinance shall take effect pursuant to Section C33 of the Charter.

City of Amsterdam, NY

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

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ORDINANCE B OF 2022 (to be known as Ordinance 2 of 2022 if adopted)

AN ORDINANCE MODIFYING AMSTERDAM CITY CODE SECTION 228-35: SCHEDULE I: TRAFFIC CONTROL SIGNALS

BY: ALDERWOMAN COLLINS

Part 1: Legislative Intent: The Common Council having received a recommendation from Amsterdam Police Department Chief John Thomas to update the city code at Section 228-35 Schedule I: Traffic Control Signals to remove traffic control signal lights at certain intersections within the City, the intent of the instant ordinance is modify Schedule I of Section 228-35 to remove traffic control signal lights at the intersections listed in Part 2 of this Ordinance.

Part 2: Enactment –

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF AMSTERDAM that Schedule I of Section 228-35 be modified to remove traffic control signal lights at the following intersections:

Intersection

Bayard Street and Division Street
Caroline Street and Division Street
East Main Street and John Street
Glen Avenue and Bunn Street
Guy Park Avenue and Clinton Street
Guy Park Avenue and Wall Street
Lark Street and East Main Street
Locust Avenue and Lyon Street
Market Street and Meadow Street and Lincoln Avenue
Pine Street and Division Street
Reid Street and Hibbard Street
Storrie Street and Market Street
Van Dyke Avenue and Market Street
Vrooman Avenue and East Main Street

Part 3: Effectiveness: Following a public hearing and upon ratification by the Common Council, the instant Ordinance shall take effect pursuant to Section C-33 of the Charter.

City of Amsterdam, NY

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

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ORDINANCE C OF 2022 (to be known as Ordinance 3 of 2022 if adopted)

AN ORDINANCE MODIFYING AMSTERDAM CITY CODE SECTION 228-43: SCHEDULE XI: STOP INTERSECTIONS

BY: ALDERWOMAN COLLINS

Part 1: Legislative Intent: The Common Council having received a recommendation from Amsterdam Police Department Chief John Thomas to update the city code at Section 228-43 Schedule XI: Stop Intersections for certain street intersections within the City, the intent of the instant ordinance is to modify Schedule XI of Section 228-43 to reflect stop signs at certain intersections within the City listed in Part 2 of this ordinance.

Part 2: Enactment --

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF AMSTERDAM that the following be added and or modified to XI o Section 228-43 as set forth below:

Additions:

<u>Stop Sign on</u>	<u>Direction of Travel</u>	<u>Intersection of</u>
Glen Avenue	Both	Bunn Street
Division Street	East	Pine Street
Florida Ave	Both	Broad Street
Clark Ave	West	Forest Ave
Wall Street	Both	Guy Park Ave
Academy Street	Both	Wall Street
Locust Ave	Both	Lyon Street
Northampton Rd	South	Guy Park Ave
Guy Park Ave	West	Northampton Rd
Perkins Street	Both	Dewitt Street
Hibbard Street	Both	Reid Street
Reid Street	Both	Hibbard Street

Modifications:

Clizbe Ave	Change from South To Both	Lyon Street
Lyon Street	Change from West to East	Locust Ave

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Part 3: Effectiveness: Following a public hearing and upon ratification by the Common Council, the instant Ordinance shall take effect pursuant to Section C-33 of the Charter.

City of Amsterdam, NY

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING

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LOCAL LAW “A” OF 2022 (TO BE KNOWN AS LOCAL LAW 1 OF 2022 IF ADOPTED.)

LOCAL LAW MODIFYING CITY CHARTER WITH REGARD TO CITY CONTROLLER - MANDATORY REFERENDUM

BY: MAYOR CINQUANTI

Part 1: Legislative Intent –

The fiscal crisis that the City of Amsterdam has faced over the last several years has been well-documented, including but not limited to the deficit legislation that was enacted by the State of New York in 2019. It is necessary for the City to be introspective in terms of the organizational structure of our city government so as to put the City in the best position possible for long-term success. Presently, the eligibility requirements for the position of City Controller are most similar to that of a political position such as Mayor or Alderman in that it is an elective position that only has a residency requirement and an age requirement of 18 years and there are no minimum educational or work-experience qualifications required. Given that the position of City Controller requires a high level of technical accounting skill and financial management experience and knowledge, it is believed that minimum educational and professional qualifications should be required for the position. In addition, the City Charter does not expressly provide for the position of City Controller to be under the direction and supervision of the mayor and prevents a mayor from being able to mandate production from a City Controller of many things such as the preparation of specialized reports and projections relating to City finances and future budgeting activities.

The legislative intent of the instant local law is to modify the City Charter of the City of Amsterdam so as to abolish the position of City Controller as an elected position and re-establish the position of City Controller as an appointive position made by the Mayor of the City of Amsterdam, with the term of the Controller to run coterminous with the term of the Mayor of the Amsterdam; and further establishing minimum qualifications for the new appointive position of City Controller and reorganizing the position of City Controller to be under the direction and supervision of the Mayor.

The instant local law is subject to mandatory referendum pursuant to Municipal Home Rule Law, Section 23.

Part 2: Enactment:

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF AMSTERDAM, AS FOLLOWS, that the City Charter of the City of Amsterdam is modified as follows:

Modification #1:

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C-9 – Remove “Controller” as an elective City officer position.

Modification #2:

C-11B – omit this subsection as the same pertains to the elective office of Controller.

Modification #3:

C-12 – Modify subsections “A” and “B” to include “Controller” as an appointive officer.

Modification #4:

C-39 of the City Charter is amended to read as follows:

The Controller shall be appointed for a term of four (4) years, which shall run coterminous with the term of the Mayor. He or she shall be under the direction and supervision of the Mayor. He or she shall be the chief fiscal officer of the city and have charge of the administration of all its financial affairs. He or she shall have/be one of the following minimum qualifications (1) a Certified Public Accountant; (2) a four-year degree from an accredited college or university in Accounting or Finance, and has had at least three (3) years' experience in governmental accounting; (3) a person who has had at least eight (8) years' experience in accounting, including four years' experience of governmental and supervisory experience ; or (4) a person who has had equivalent experience in financial management for at least eight (8) years, with knowledge of governmental accounting.

Part 3: Effectiveness: Following a public hearing to be held on June 21, 2022, and upon ratification of the instant local law thereafter by the Common Council, said local law shall be subject to a mandatory referendum pursuant Municipal Home Rule Law, Section 23 for the approval by the electors at the general election to be held on November 8, 2022. Upon approval by the electors, the instant local law shall become effective January 1, 2023 with the first appointment for the modified position of Controller being effective January 1, 2024.

City of Amsterdam, NY

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR
DATED: _____, 2022